

## **GROUND LEASE FOR OFF LEASH DOG PARK**

THIS LEASE is between the Olympia School District, Lessor, hereinafter referred to as "the District," and the Lessee, the City of Olympia, hereinafter referred to as "the City," on the following terms and conditions:

### **1. LEASE SUMMARY.**

LESSEE.

Name:	CITY OF OLYMPIA
Address:	601 4 <sup>th</sup> Ave.
City, State, Zip Code:	Olympia, WA 98501

LEASED PREMISES.

Approximately 5.5 acres of 16-acre, Thurston County parcel # 12818410701, located directly east of 200 Delphi Rd SW, Olympia, WA, and as depicted on **Exhibit "A"** attached.

TERM.

Ten year term.

USE OF PREMISES.

Off leash dog park

### **THE PARTIES HEREBY AGREE AS FOLLOWS:**

**2. LEASED PREMISES.** The District hereby leases to the City, and the City hereby leases from the District, the Premises described in paragraph 1 above, located in Thurston County, hereinafter called "the Premises."

**3. TERM.** This Lease shall be for a ten year term, effective upon the date of the last authorizing signature affixed to this agreement.

**4. CONSIDERATION.** It is the intention of the parties hereto that the use of the property is a community benefit and as such a monthly rental fee is not required. The City agrees to remove existing invasive plants and provide regular maintenance to the property, which is a benefit to the District.

**5. ACCEPTANCE OF PREMISES.** The City has examined the Premises and accepts them in their present condition. There are no warranties expressed or implied as to condition apparent or unknown except as otherwise stated in this Lease.

**6. USE OF PREMISES.** The City shall use the Premises only for construction and operation of a public off-leash dog park, including 30-stall gravel vehicle parking area; pedestrian trails; perimeter field fencing; information/storage kiosk; portable picnic tables; benches; porta-potty; dog waste bag stations, garbage cans, informational and regulatory signage.

Lessee shall not use the Premises for any other purpose without the written consent of the District; the Premises will be used only for lawful purposes; the Premises will be used in accordance with all

applicable building, fire and zoning codes. The City shall use the entire Premises for the conduct of said purpose during the entire term of this Lease.

7. **UTILITIES AND SERVICES.** After the City's installation of all utilities and services as may be required by the City, the City shall be liable for and shall pay for all utility services furnished to the Premises, including but not limited to, electricity, water, sewerage, including any connection fees, and utility assessments, and any fire protection, police protection, or emergency health services provided to the Premises.

8. **INDEMNIFICATION/LIABILITY INSURANCE.** The District, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property, caused, sustained or alleged to have been sustained by the City or by others as a result of the City's use or occupancy of the Premises, so long as such claim does not result from action or inaction of the District, its employees or agents. The City agrees to indemnify, defend and to hold the District harmless from all liability or expense in connection with any such items of actual or alleged injury or damage caused by the City. Likewise, the District agrees to indemnify, defend and hold the City harmless from all liability or expense arising out of any action or inaction by the District, its employees or agents.

The City shall, at its own expense, maintain proper liability insurance with the policy limits sufficient to indemnify the District against such liability or expense. The City's self-insurance program through the Washington Cities Insurance Authority (WCIA) constitutes satisfaction of this provision.

9. **WAIVER OF SUBROGATION.** The District and the City hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance contracts, including any extended coverage endorsements thereto, provided, that this paragraph shall be inapplicable to the extent it would have the effect of invalidating any insurance coverage of the District or the City.

10. **MAINTENANCE AND REPAIR.** The City shall, at its own expense, keep the Premises, structures and other improvements and the adjoining roadway areas in a neat, clean, safe and sanitary condition and maintain and keep all of the Premises maintained equal in quality to of other owners of similar class properties and conditions in the Thurston County, Washington area, reasonable wear and tear excepted, and to maintain the landscape and undeveloped areas in a clean, sanitary, orderly and attractive condition free from rubbish and debris. The City shall replace any and all improvements which become worn out, obsolescent, deteriorated, unsafe or unusable and shall replace such improvements with new fixtures and improvements of at least as good a quality as originally installed at the commencement of this Lease. The City shall keep the Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the Premises by the City. At the District's request, the City shall furnish the District with written proof of payment of any item which would or might constitute the basis for such a lien on the Premises if not paid.

11. **ALTERATIONS AND IMPROVEMENTS.** The City shall make no major structural alterations or improvements to or upon the Premises without first obtaining written approval of the District. Additions or modifications consistent with the approved site plan depicted in **Exhibit "A"** shall not be considered a major change. The District's response to the City's requests for approval shall be prompt, and such approval shall not be unreasonably withheld. Upon installation, the City shall furnish the District with a copy of the "as-built" drawings detailing the nature of the additions, alterations or improvements.

12. **DISPOSITION OF IMPROVEMENTS.** Within sixty (60) days after the expiration or earlier termination of this Lease, the City shall at the City's expense, promptly and diligently remove, demolish or clear off from the leased Premises all or any designated portion of the improvements and other property owned by the City, and after such removal or clearance, the City shall restore the surface of the ground to a graded, relatively level and uniform condition, free from all debris

**13. INSPECTION.** The District reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, provided that it shall not interfere unduly with the City's operations.

**14. DEFAULTS.** Time is of the essence of this Lease, and in the event of the failure of the City to pay the rental or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein, the District may elect to terminate this Lease and reenter and take possession of the Premises with or without process of law, provided, however, that the City shall be given fifteen (15) days' notice in writing if the default is for the nonpayment of rent, or thirty (30) days' notice in writing stating the nature of the default in order to permit such default to be remedied by the City within the appropriate time periods. If upon such reentry there remains any personal property of the City or any other person's upon the Premises, the District may, but without the obligation to do so, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and the City shall reimburse the District for any expense incurred by the District in connection with such removal and storage.

**15. HOLDING OVER.** If the City shall, with the consent of the District, hold over after the expiration or sooner termination of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be on a month-to-month basis.

**16. ASSIGNMENT OR SUBLEASE.** The City shall not assign or transfer this Lease or any interest therein nor sublet the whole or any part of the Premises, nor shall this Lease or any interest there under be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the advance written consent of the District.

**17. TERMINATION BY THE CITY.** If during the term of this Lease the City terminates or abandons its use of the Premises and the City determines it is not feasible thereafter to operate an off-leash dog park on the Premises, the City shall have the right to terminate this Lease upon giving the District one (1) month notice. If the City terminates the Lease pursuant to this provision, the City shall remove the improvements constructed thereon at its own expense.

**18. ATTORNEY'S FEES AND COSTS.** Should a dispute arise between the parties hereto as to the effect of any provision hereof and said dispute is referred to an attorney, the losing party shall pay the prevailing party's reasonable attorney's fees; costs of court, including such fees and costs of any appeal; other legal expenses; and collection costs, except that the amount of such fees, costs or expenses taken separately or in the aggregate, shall not be unreasonable. If such dispute arises and is later settled by the parties, such settlement shall include a specific allocation of disposition of attorney's fees on both sides.

**19. SEVERABILITY.** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

**20. CONTRACT MANAGERS.** The Parties agree that all formal communications about this Lease, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the District and the City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

**Olympia School District:**

Jennifer Priddy,

Assistant Superintendent, Finance and Capital Planning

Olympia School District  
Capital Planning & Construction  
111 Bethel Street NE  
Olympia, WA 98506  
[jpriddy@osd.wednet.edu](mailto:jpriddy@osd.wednet.edu)

**City of Olympia:**

Laura Keehan  
Parks Planning and Design Manager  
PO Box 1967  
Olympia, WA 98507-1967  
[lkeehan@ci.olympia.wa.us](mailto:lkeehan@ci.olympia.wa.us)

**21. NOTICES.** All default and other substantial notices required under the provisions of this Lease may be personally delivered or mailed. If mailed, they shall be sent by registered mail to the following addresses:

To the District:  
Olympia School District  
Capital Planning & Construction  
111 Bethel Street NE  
Olympia, WA 98506

To the City:  
City of Olympia  
PO Box 1967  
Olympia, WA 98507

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

**22. QUESTIONS.** All questions regarding the design, construction, maintenance or operation of the City's off-leash dog park shall be made to:

Olympia Parks, Arts & Recreation Department  
PO Box 1967, Olympia, WA 98507  
(360) 570-5855  
e-mail: [lkeehan@ci.olympia.wa.us](mailto:lkeehan@ci.olympia.wa.us)

**23. BINDER.** This Lease is binding upon the parties hereto, their heirs, personal representatives, successors in interest and assigns, including all subtenants or licensees.

\*\*\*\*\*SIGNATURES APPEAR ON THE FOLLOWING PAGE\*\*\*\*\*

**LESSEE:**

CITY OF OLYMPIA

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Ground Lease Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.*

\_\_\_\_\_  
Steven J. Burney, City Manager

Date \_\_\_\_\_

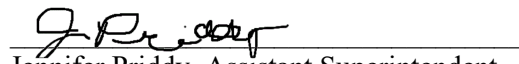
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy City Attorney

**LESSOR:**

OLYMPIA SCHOOL DISTRICT

*I hereby declare under penalty of perjury pursuant to the laws of the State of Washington that I have read the foregoing Ground Lease Agreement, I am authorized to execute the same, I know the contents thereof, and I sign the same as my free act and deed.*

  
\_\_\_\_\_  
Jennifer Priddy, Assistant Superintendent  
Finance and Capital Planning

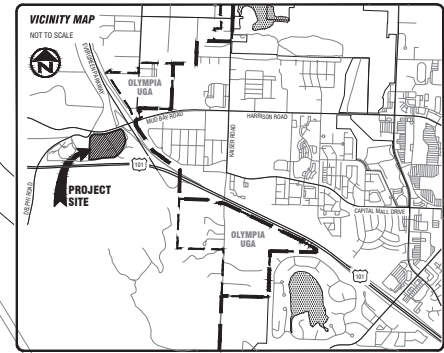
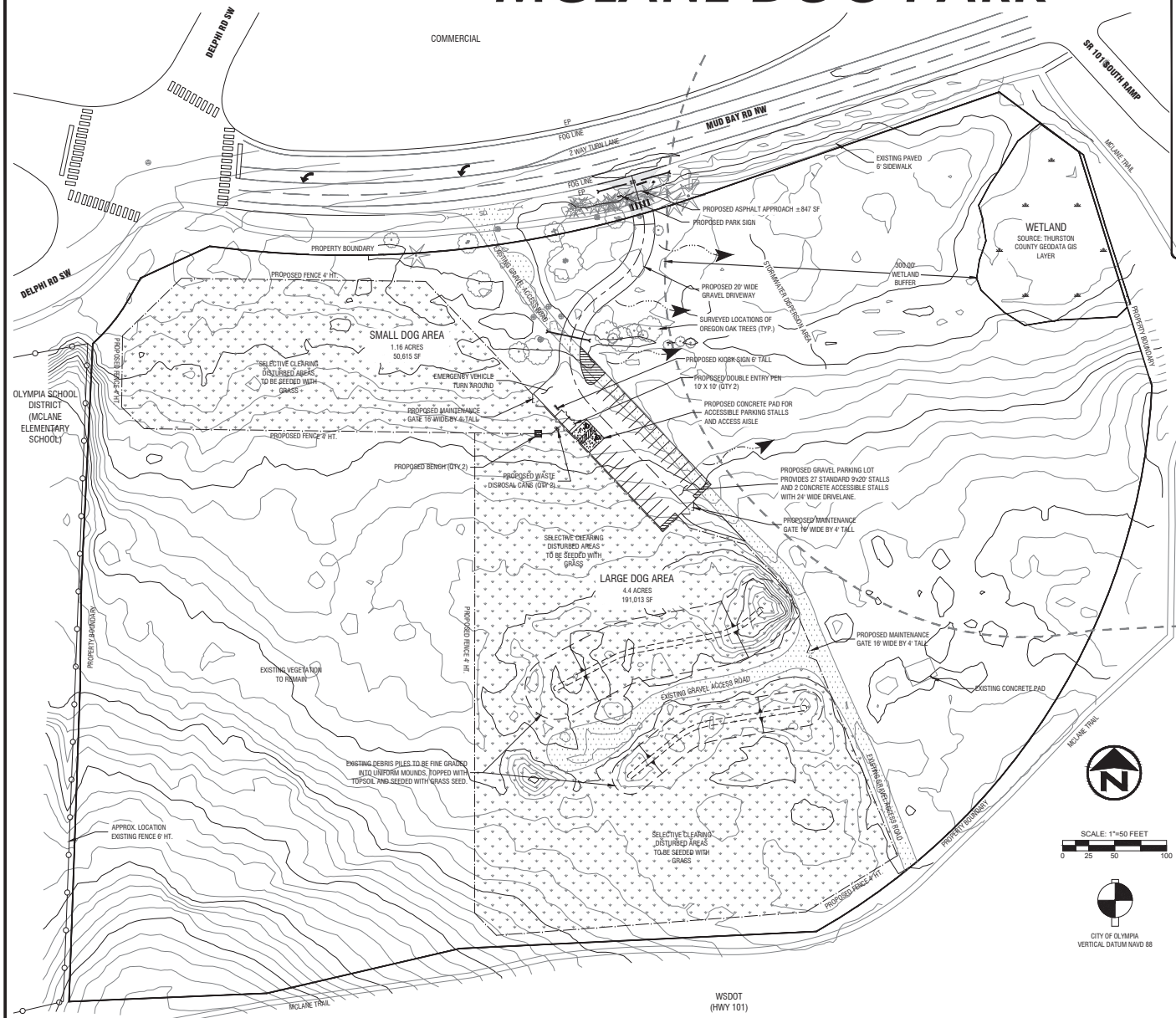
Date 01/05/2021

**EXHIBIT “A”**

**SITE MAP**

# EXHIBIT "A"

# MCLANE DOG PARK



## PROJECT INFORMATION

COUNTY TAX PARCEL NO: 12818410701  
 SITE ADDRESS: 200 DELPHI RD SW, OLYMPIA 98502  
 DIRECTIONS TO SITE: FROM I-5 FROM 1-5 SOUTH, TAKE EXIT 104 FOR US-101. TAKE THE MUD BAY RD EXIT. TURN LEFT ONTO MUD BAY RD NW. THE SITE IS LOCATED ON THE LEFT.  
 ZONING: RRRI/5  
 TOTAL PARCEL/SITE AREA: 683,244 SF / 15.69 AC  
 TOTAL GRAVEL/ASPHALT SURFACES (ONSITE AND OFFSITE): 17,464 SF  
 PROPOSED ONSITE ASPHALT SURFACES: 1,504 SF  
 PROPOSED ONSITE GRAVEL SURFACES: 14,188 SF  
 PROPOSED OFFSITE ASPHALT SURFACES: 1,772 SF  
 PROPOSED OFFSITE GRAVEL SURFACES: 0 SF  
 CLEAR AND GRUB AREA: 235,928 SF  
 GRADING: 395 CY FILL (AGGREGATE FOR PARKING SURFACES ONLY)  
 STALL DIMENSIONS: 9' X 17.5'; 24' AISLE  
 NUMBER OF STALLS: 30 (28 FULL SIZE + 2 ADA)

## SURVEY INFORMATION

PARTIAL LEGAL DESCRIPTION: SECTION 18, TOWNSHIP 18, RANGE 2W E2-SE LY SLY OF 60F WIDE STRIP OLD HWY 6 E OF E LN N/4 ITS  
 VERTICAL DATUM: NAVD 88  
 CONTOUR SOURCE: CONTOURS SHOWN ARE BASED ON CITY OF OLYMPIA LIDAR 2015. CONTOUR INTERVAL: 2 FT  
 BOUNDARY INFORMATION: BOUNDARY LINES SHOWN ARE FROM CITY OF OLYMPIA PARCEL FABRIC ONLY. NOT CHECKED AGAINST RECORD DOCUMENT. NOT FIELD VERIFIED. NO RECORDED EASEMENTS FOUND.  
 TOPOGRAPHIC INFORMATION DEPICTED HEREON WAS PROVIDED BY THE CITY OF OLYMPIA PUBLIC WORKS SURVEY DEPARTMENT.

## LEGEND

- PROPOSED FENCE
- EXISTING FENCE
- NEW GRASS
- WETLAND
- PROPOSED GRAVEL SURFACING
- PROPOSED ASPHALT PAVING



MCLANE DOG PARK  
0 MUD BAY ROAD NW

MCLANE DOG PARK

SPECIAL USE PERMIT  
SITE PLAN

REVISION	DATE	BY	DESCRIPTION

DATE: 8/14/2020  
 SCALE: 1" = 50'  
 DESIGNED: NLS  
 DRAWN: NLS  
 CHECKED: NLS  
 PROJECT #: 2033H

**811** Know what's below.  
Call before you dig.

C1.0

SHEET 2 OF 3